



MISC 2005133871



OCT 24 2005 13:55 P 6

*Check your lot*

Received - DIANE L. BATTIATO  
Register of Deeds, Douglas County, NE  
10/24/2005 13:55:23.77



2005133871

**PERMANENT OUTFALL AND INTERCEPTOR SANITARY SEWER EASEMENT**

THAT CAMDEN GROVE TOWNHOMES, L.L.C., a Nebraska limited liability company, hereinafter referred to as GRANTOR, (whether one or more), for and in consideration of the sum of Eighteen Thousand Dollars (\$18,000.00) and other valuable consideration, the receipt of which is hereby acknowledged, does hereby grant and convey unto the Sanitary and Improvement District No. 495 of Douglas County, Nebraska, to the City of Omaha, and to Manchester Ridge, L.L.C., and their respective successors and assigns (hereinafter referred to as GRANTEES), a permanent easement for the right to construct, maintain and operate a Permanent Outfall and Interceptor Sanitary Sewer (hereafter "Sewer") within the area that is legally described on Exhibit "A" attached hereto.

TO HAVE AND TO HOLD unto said GRANTEES, their successors and assigns, together with the right of ingress and egress from said premises for the purpose of constructing, inspecting, maintaining or operating said Sewer at the will of the GRANTEES. The GRANTOR may, following construction of said Sewer, continue to use the surface of the easement property for other purposes, subject to the right of the GRANTEES to use the same for the purposes herein expressed. It is further agreed as follows:

1. This easement runs with the land. No buildings, improvements, or other structures, shall be placed in, on, over, or across said easement area by GRANTOR, his or their successors and assigns without the prior express approval of GRANTEES. GRANTOR may grade or perform embankment work or place fill or fill material in, on, over, or across said easement strip provided prior notice is given to E & A Consulting Group, Inc., who are the engineers for SID 495, and provided any such work or fill does not damage, impair or obstruct the use, operation or maintenance of the Sewer. Improvements which may be approved by GRANTEES include landscaping or road, street or parking area surfacing or pavement. These improvements and any trees, grass or shrubbery placed on said easement shall be maintained by GRANTOR, its successors or assigns.

2. That if a GRANTEE, in exercising its rights of inspecting, maintaining or operating said Sewer, causes damage to GRANTOR'S improvements, then said GRANTEE will repair said damage caused by that GRANTEE. That if GRANTOR causes damage to GRANTEES' Sewer while GRANTOR is grading, performing embankment work, or placing fill or fill material in, on, over, or across the aforementioned easement strip, then said GRANTOR will repair said damage caused to said Sewer.

3. That GRANTEES shall cause any trench made on said easement strip to be properly refilled and shall cause the premises to be left in a neat and orderly condition. This easement is also for the benefit of any contractor, agent, employee, or representative of the GRANTEES and any of said construction and work.

4. That said GRANTOR, for itself and for its successors and assigns, does hereby confirm with the said GRANTEES and their successors and assigns, that GRANTOR is well seized in fee of the above described property and that it has the right to grant and convey this easement in the manner and form aforesaid,

RETURN: Public Works Dept., R.O.W.  
1819 Farnham St.  
Omaha NE 68157

*misc*  
FEE 30.50 FB 01-60000  
*6* BKP 16-15-11e C/O \_\_\_\_\_ COMP \_\_\_\_\_  
*1* DEL \_\_\_\_\_ SCAN \_\_\_\_\_ FV \_\_\_\_\_

and that it and its successors and assigns shall warrant and defend this easement to said GRANTEES and their assigns against the lawful claims and demands of all persons.

5. That said easement is granted upon the condition that the GRANTEES will remove or cause to be removed all presently existing improvements thereon, including but not limited to crops, vines, trees within the easement area as necessary for construction.

6. That GRANTOR, in executing and delivering this instrument, has not relied upon any promises, inducements, or representations of the GRANTEES or their agents or employees, except as are set forth herein.

IN WITNESS WHEREOF, GRANTOR has executed this easement this 21 day of September, 2005.

GRANTOR: CAMDEN GROVE TOWNHOMES, L.L.C.

By Breck C Collingsworth  
Its manager

STATE OF NEBRASKA     )  
  ) ss  
COUNTY OF DOUGLAS    )

The foregoing instrument was acknowledged before me this 21 day of September, 2005, by Breck C. Collingsworth, member of Camden Grove Townhomes, L.L.C., a Nebraska limited liability company, on behalf of said limited liability company.



Michela M Bahensky  
Notary Public

# EXHIBIT "A"

PAGE 1 OF 4



1 inch = 200 ft.

Northwest Corner of  
Section 16-T15N-R11E

OWNERSHIP:  
CAMDEN GROVE TOWNHOMES, L.L.C.  
WARRANTY DEED  
INSTRUMENT NO. 2005011714

Matchline

See Sheet 2 of 4

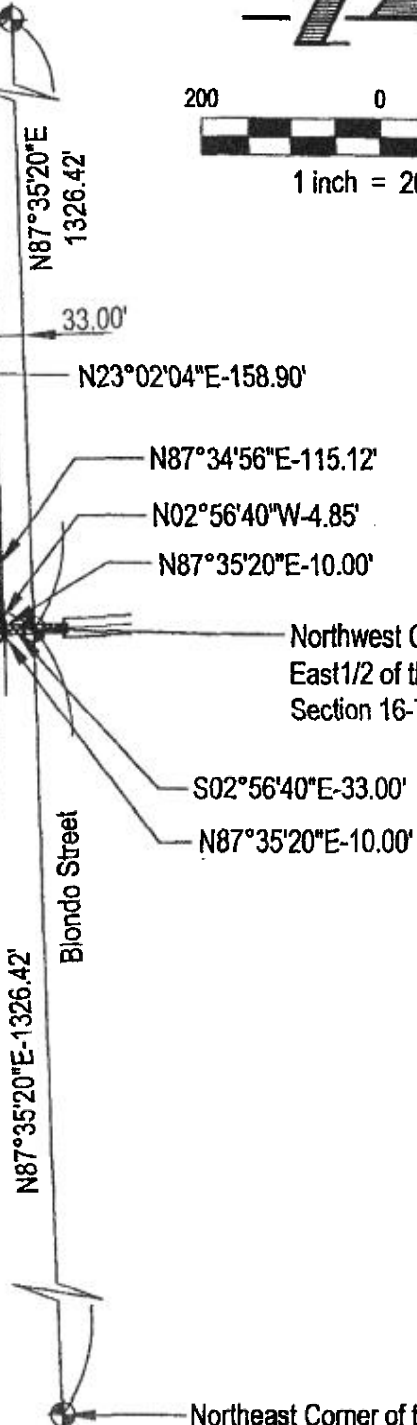
NW1/4  
SECTION 16-T15N-R11E

Part of Tax Lot 1

POINT OF BEGINNING

Northwest Corner of the  
East 1/2 of the NW1/4 of  
Section 16-T15N-R11E

Northeast Corner of the  
NW1/4 of Section 16-T15N-R11E



SEE PAGE 4 OF 4  
FOR LEGAL DESCRIPTION



**E&A CONSULTING GROUP, INC.**  
ENGINEERS • PLANNERS • SURVEYORS  
12001 Q STREET OMAHA, NE 68137 PHONE: (402) 895-4700

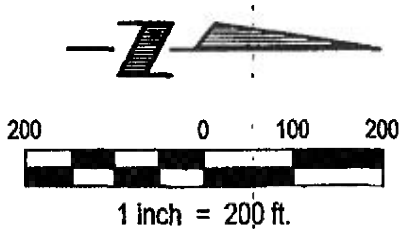
## PERMANENT SANITARY SEWER EASEMENT

Drawn by: BRW/DAS Chkd by: unc 8-9-05 Chkd by: \_\_\_\_\_

Job No.: 2003099.01 Date: 07/19/2005 SHEET 1 OF 4

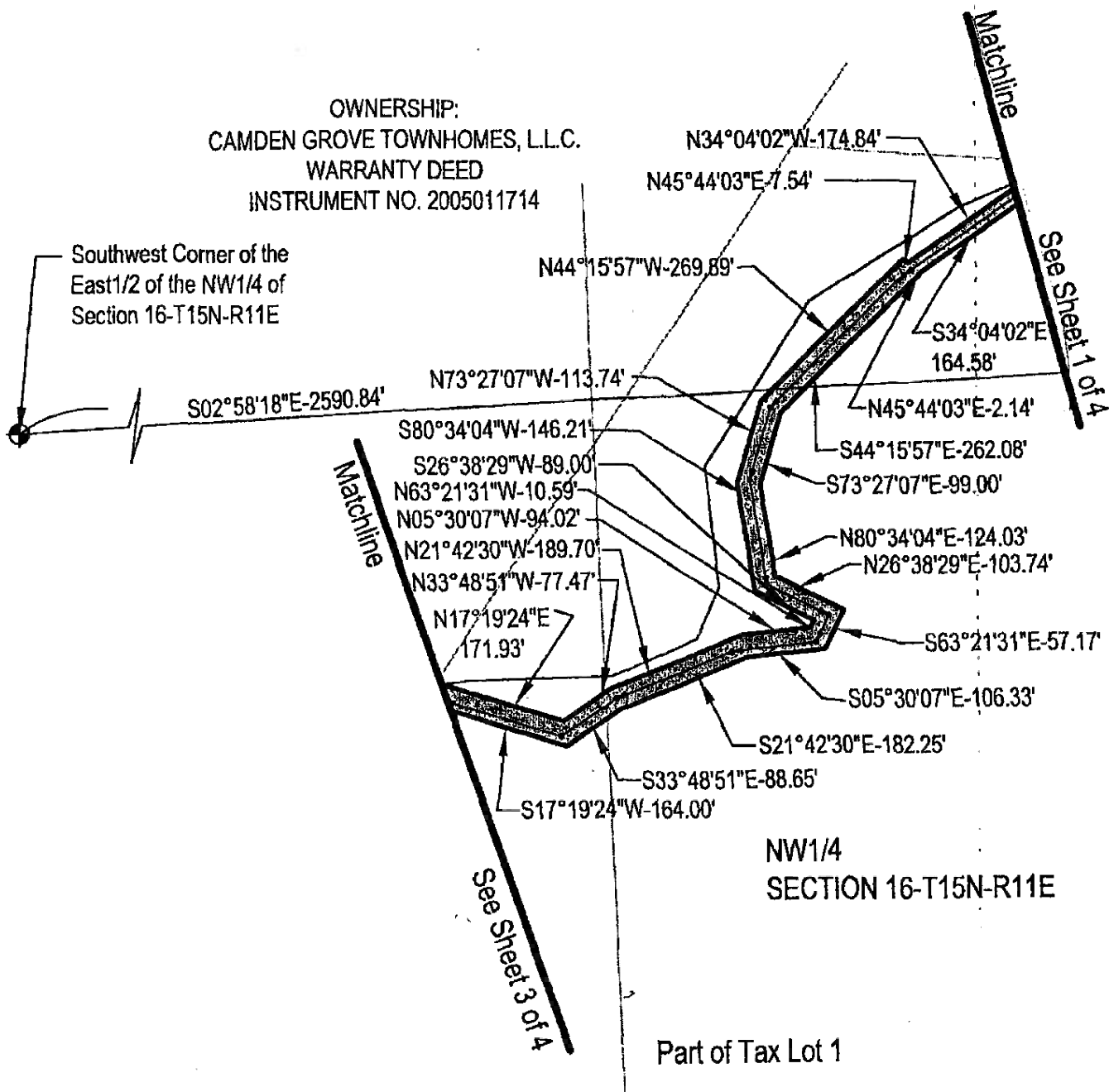
# EXHIBIT "A"

PAGE 2 OF 4



OWNERSHIP:  
CAMDEN GROVE TOWNHOMES, L.L.C.  
WARRANTY DEED  
INSTRUMENT NO. 2005011714

Southwest Corner of the  
East 1/2 of the NW 1/4 of  
Section 16-T15N-R11E



SEE PAGE 4 OF 4  
FOR LEGAL DESCRIPTION



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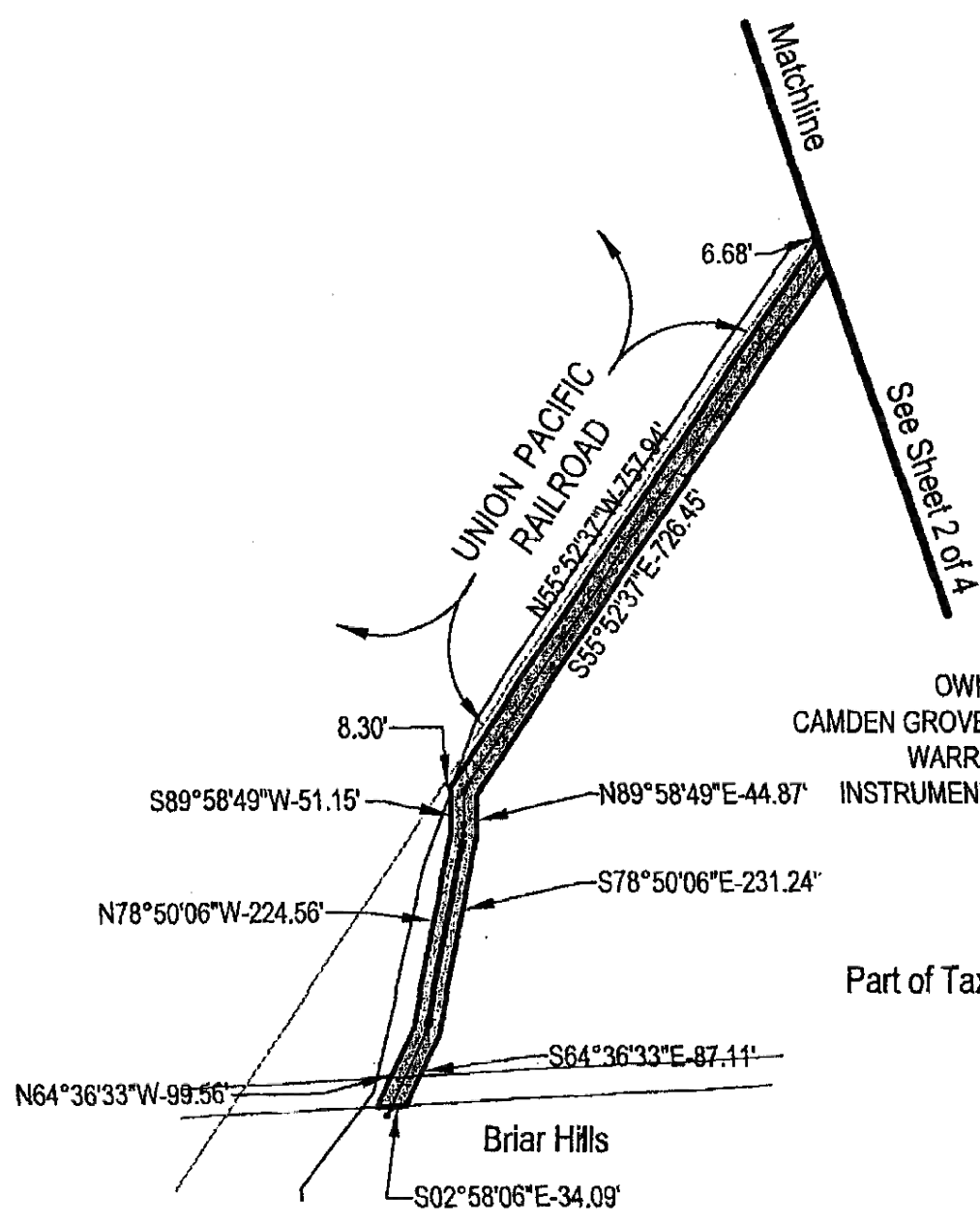
## PERMANENT SANITARY SEWER EASEMENT

Drawn by: BRW/DAS    Chkd by: *wal 8-9-05*    Chkd by: \_\_\_\_\_

Job No.: 2003099.01    Date: 07/19/2005    SHEET 2 OF 4

# EXHIBIT "A"

PAGE 3 OF 4



OWNERSHIP:  
CAMDEN GROVE TOWNHOMES, L.L.C.  
WARRANTY DEED  
INSTRUMENT NO. 2005011714

Part of Tax Lot 3

SEE PAGE 4 OF 4  
FOR LEGAL DESCRIPTION



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## PERMANENT SANITARY SEWER EASEMENT

Drawn by: BRWDAS Chkd by: *wac 8-9-05* Chkd by: \_\_\_\_\_

Job No.: 2003099.01 Date: 07/19/2005 SHEET 3 OF 4

NE NW  
NW NW  
SE NW

## EXHIBIT "A"

PAGE 4 OF 4

### LEGAL DESCRIPTION

A Permanent Sanitary Sewer Easement located in part of Tax Lot 1, a Tax Lot located in the NW1/4 of Section 16; and also part of Tax Lot 3, a Tax Lot located in said NW1/4 of Section 16; all located in Township 15 North, Range 11 East of the 6th P.M., Douglas County, Nebraska, more particularly described as follows:

Commencing at the Northwest corner of the East 1/2 of said NW1/4 of Section 16; thence S02°56'40"E (assumed bearing) along the West line of said East 1/2 of the NW1/4 of Section 16, a distance of 33.00 feet to a point on the South right-of-way line of Blondo Street, said point also being the Point of Beginning; thence N87°35'20"E along said South right-of-way line of Blondo Street, a distance of 10.00 feet; thence S02°56'40"E, a distance of 24.84 feet; thence S87°34'56"W, a distance of 122.68 feet; thence S23°02'04"W, a distance of 142.61 feet; thence S02°18'47"W, a distance of 339.50 feet; thence S02°45'41"W, a distance of 213.34 feet; thence S34°04'02"E, a distance of 164.58 feet; thence N45°44'03"E, a distance of 2.14 feet; thence S44°15'57"E, a distance of 262.08 feet; thence S73°27'07"E, a distance of 99.00 feet; thence N80°34'04"E, a distance of 124.03 feet; thence S26°38'29"E, a distance of 103.74 feet; thence S63°21'31"E, a distance of 57.17 feet; thence S05°30'07"E, a distance of 106.33 feet; thence S21°42'30"E, a distance of 182.25 feet; thence S33°48'51"E, a distance of 88.65 feet; thence S17°19'24"W, a distance of 164.00 feet; thence S55°52'37"E, a distance of 726.45 feet; thence S89°58'49"E, a distance of 44.87 feet; thence S78°50'06"E, a distance of 231.24 feet; thence S64°36'33"E, a distance of 87.11 feet to a point on the East line of said NW1/4 of Section 16, said point also being on the West line of Lot 295, Briar Hills, a subdivision located in the NE1/4 of said Section 16; thence S02°58'06"E along said East line of the NW1/4 of Section 16, said line also being said West line of Lot 295, Briar Hills, a distance of 34.09 feet; thence N64°36'33"W, a distance of 99.56 feet; thence N78°50'06"W, a distance of 224.56 feet; thence S89°58'49"W, a distance of 51.15 feet; thence N55°52'37"W, a distance of 757.94 feet; thence N17°19'24"E, a distance of 171.93 feet; thence N33°48'51"W, a distance of 77.47 feet; thence N21°42'30"W, a distance of 189.70 feet; thence N05°30'07"W, a distance of 94.02 feet; thence N63°21'31"W, a distance of 10.59 feet; thence S26°38'29"W, a distance of 89.00 feet; thence S80°34'04"W, a distance of 146.21 feet; thence N73°27'07"W, a distance of 113.74 feet; thence N44°15'57"W, a distance of 269.89 feet; thence N45°44'03"E, a distance of 7.54 feet; thence N34°04'02"W, a distance of 174.84 feet; thence N02°45'41"E, a distance of 219.92 feet; thence N02°18'47"E, a distance of 343.08 feet; thence N23°02'04"E, a distance of 158.90 feet; thence N87°34'56"E, a distance of 115.12 feet; thence N02°56'40"W, a distance of 4.85 feet to a point on said South Right-of-way line Blondo Street; thence N87°35'20"E along said South Right-of-way line of Blondo Street, a distance of 10.00 feet to the Point of Beginning.

Said Permanent Sanitary Sewer Easement contains an area of 88,832 square feet or 2.039 acres, more or less.

SEE PAGE 1 OF 4, 2 OF 4 AND 3 OF 4 FOR PERMANENT  
SANITARY SEWER EASEMENT



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# PERMANENT SANITARY SEWER EASEMENT

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Job No.: 2003099.01 Date: 07/19/2005 SHEET 4 OF 4